

INFORMATION FOR REQUEST FOR REVIEW

JAN 23 2008  
CLERK

Name:

MRS. ADA WASHINGTON

07 OCT 11 PM 12:38

Address:

11667 MILL ROAD  
CINCINNATI OH 45240

ME1

Phone:

(513) 648-078

Nature of dispute and description of your disagreement (attach additional pages if necessary):

SEE ATTACHED LETTER AND ITEMIZED LIST OF  
DAMAGES AND COSTS.

Date of City's decision (please attach):

August 27, 2007

Describe the Relief that you are seeking and any evidence that you have to support your claim. Please attach your original claim and other documents (receipts, photos, videos, etc.) that you would like the Court to review:

SEE ATTACHED

Check one:



I would like to appear in person to explain my position to the Court.



I do not need to appear in person. I would like the Court to issue a decision based on its review of this form and the attached documents.

Signature:

Ada Washington

Date:

10-10-07

**\*\* File this form and any relevant documents at the Clerk of Court's office in Room 103 of the Federal Courthouse, 100 E. 5th Street, Cincinnati, OH 45202; and send a copy to the City of Cincinnati, c/o Terry Nestor, 801 Plum St., Room 214, Cincinnati, OH 45202, and/or Fax: 513-352-1515.**

JANES  
CLERK

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO

07 OCT 11 PM 12:38

UNITED STATES OF AMERICA, et al., : CASE NO. C-1-02-107  
Plaintiffs, : JUDGE S. ARTHUR SPIEGEL  
-VS- : MAGISTRATE HOGAN  
BOARD OF HAMILTON COUNTY : **REQUEST FOR REVIEW**  
COMMISSIONERS, et al., :  
Defendants. :

M(1

I, ADA WASHINGTON, request that the Court review my Water-in-Basement claim, pursuant to the Court's February 2, 2006, Order. Attached hereto is the information detailing the nature of my dispute.

Respectfully submitted,

ADA WASHINGTON  
Signature

ADA WASHINGTON  
Name (print)

10-10-07  
Date

11667 Mill Road  
Cincinnati, OH. 45240  
October 8, 2007

Administrative Judge  
U.S. Federal Court  
550 Main Street  
Cincinnati, OH. 45202

Dear Sir or Ms.:

They all start alike. Water rising at the lowest levels of a home. But, depending on the interactions between local governments and their citizens, floods can be a lasting legacy of community involvement, support, and rebuilding, or one of interminable delays, frustrated citizens, and government mismanagement. August 2005 revealed the latter display between local governments and their citizens in Hurricane Katrina. And sadly, New Orleans and the Gulf Coast cities surrounding it still lie in disrepair.

On May 11, 2007, Mrs. Ada Washington also faced water rising in her basement. Not due to an act of God, but due to the city of Cincinnati's failure to repair sewer line problems from a similar incident that occurred in the fall of 2005.

Some twenty-two items, valued at over \$27,000 were damaged during that May 2007 second occurrence of sewer water backing up into Mrs. Washington's basement (see the attached itemized list). In 2005, the city of Cincinnati refused to cover the damages from the first incidence of sewer water in her basement (reneging from its initial \$38,000 offer to no offer at all); but now, Mrs. Washington argues that the city of Cincinnati should pay both the full reimbursement costs for the 2007 damaged items in her home and the full costs for the already-approved contractors' bids that were sent to the city by her.

The city's initial \$2,000 offer for the May 2007 occurrence is a grossly low figure, and even its second offer of \$9,593.51 (which is about four and a half times the amount of the first offer) is less than one-fourth of the total costs of the furniture and other items damaged in this second occurrence of sewer lines' backing up into her basement (in less than one and a half years after the 2005 incident). Informed recently that the city of Cincinnati has taken "full responsibility" for this 2007 incident, Mrs. Washington wonders why the city, in reneging on paying her the \$38,000 it initially offered for the 2005 incident, now believes that the low \$9,593.51 figure suffices for this second occurrence. Several months ago, in a call to city offices to assess the progress on the city's reimbursing her for damaged items and on its authorizing repairs to her home, Mrs. Washington encountered a Ms. Shirley Linzley (a city employee), who laughingly stated that Mrs. Washington would be paying the repair costs herself. Sewage backing up into

Damaged Items During 2007 Water in Basement Incident

1. Kenmore sweeper -\$499.00
2. Christmas ornaments - \$950.00
3. Men's clothing items - \$1500.00
- 4 & 5. 2 round Persian rugs - \$1500.00
- 6 & 7. 2 piece bathroom set - \$65.00
8. Locker bag - \$209.00
9. Light bulbs & sweeper bags inside locker bags - \$275.00
10. Heatsafe electric heater - \$325.00
11. Money inside bank book - \$2500.00
12. Food within freezer -\$2800.00
- 13 & 14. Home Furnishings custom-made 6 foot secretary's desk and custom-made mahogany executive desk with built in bookcase. **\$11,000.00**
15. Hand made rug at the end of basement landing
16. Cost for checking furnace for air conditioning operation after flood - \$92.00
17. Cocktail table damage repair
18. 50 year collection of pictures from bakery business -\$1595.00
19. 864 square feet of carpet
20. 864 square feet of carpet padding
21. 52 square feet of drywall
22. 1 alarm clock

23. Out of pocket unreimbursed labor expense for cleaning furniture after 2005 flood  
- \$2000.00 (111 hours of work by 4 people at \$18.00 per hour).

**TOTAL REPLACEMENT COSTS: \$27,095.00**

**ESTIMATED REPAIR COSTS FOR 2007 FLOOD: \$13,000.00**

**GRAND TOTAL OF REIMBURSEMENT COSTS: \$40,095.00**

RELEASE

THAT, Ada Washington, 11667 Mill Road, Cincinnati, Ohio 45240, for the sole consideration of **TWO THOUSAND AND 00 /100 DOLLARS (\$2,000.00)**, received by her to her satisfaction from the City of Cincinnati, on behalf of the City of Cincinnati, its employees, successors and assigns, does hereby, release and forever discharge said City of Cincinnati, its employees, successors and assigns to the date of these presents, from any and all claims, demands, actions and causes of actions whatsoever, or in any manner arising from an incident on May 11, 2007, at 11667 Mill Road, in Cincinnati, Ohio.

It is further understood and agreed that the payment of said amount of money as stated above is not to be construed as an admission of liability on the part of the City of Cincinnati, its employees, successors or assigns; liability by them being expressly denied. It is expressly understood and agreed that the payment of the above stated sum of money is the sole consideration of this release and the consideration stated herein is contractual and not a mere recital. It is expressly understood and agreed that all agreements and understandings between the parties are embodied and expressed herein.

IN WITNESS WHEREOF, I have hereunto set my hand at Cincinnati, Ohio  
this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Ada Washington

WITNESSED BY:

\_\_\_\_\_

RELEASE

THAT, Ada Washington, 11667 Mill Road, Cincinnati, Ohio 45240, for the sole consideration of **NINE THOUSAND FIVE HUNDRED NINETY-THREE AND 51 /100 DOLLARS (\$9,593.51)**, received by her to her satisfaction from the City of Cincinnati, on behalf of the City of Cincinnati, its employees, successors and assigns, does hereby, release and forever discharge said City of Cincinnati, its employees, successors and assigns to the date of these presents, from any and all claims, demands, actions and causes of actions whatsoever, or in any manner arising from an incident on May 11, 2007, at 11667 Mill Road, in Cincinnati, Ohio.

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IN WITNESS WHEREOF, I have hereunto set my hand at Cincinnati, Ohio  
this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Ada Washington

WITNESSED BY:

\_\_\_\_\_





# WIB PROPERTY OFFSITE DISPOSAL REPORT

WIB No. 1758

Customer Service Representative: K.S. T.G.

Customer Name: Ada Washington

Address: 11668 Hill Rd.

City: Forest Park

Zip:

Item Description	Quantity	Comments
Carpet	864 sq ft	
Pad	864 sq ft	
Rugs	2	3 ft round
frame	1	14x14
Rug	2	floor mat, bathroom rug
Bible w/ leather case	1	
Soft cooler	1	Locker Bag
<del>Stereo Equip</del>		
heater	1	heatsafe
respirator	1	Laboratory Services
Inhaler	1	Inhaler
Alarm clock	1	Alarm clock
baseboards		
Xmas decor	1	
men's clothing	1 bag	underpants, socks, pjs
Vacuum	1	Kennel powermate

Drywall

Cleanup Contractor: Restoraaid

Date: 5/11/07

Employee Signature:

Customer Signature:

Printed Name:

ADA WASHINGTON

Date: 5-11-07

By signing this report, I agree that the items listed above will be disposed of offsite and are eligible for inclusion in my claim.

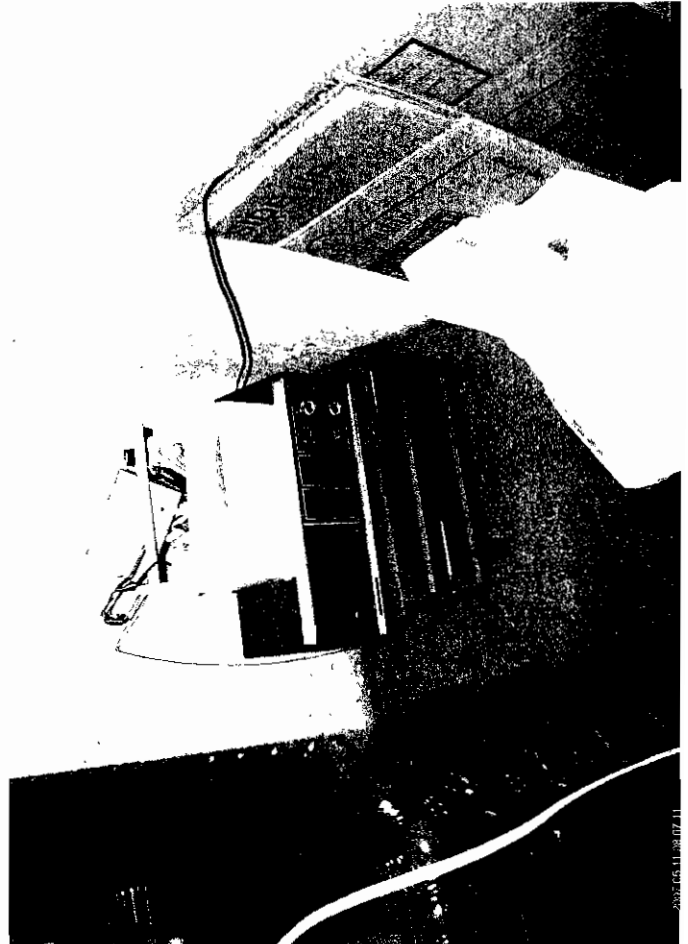
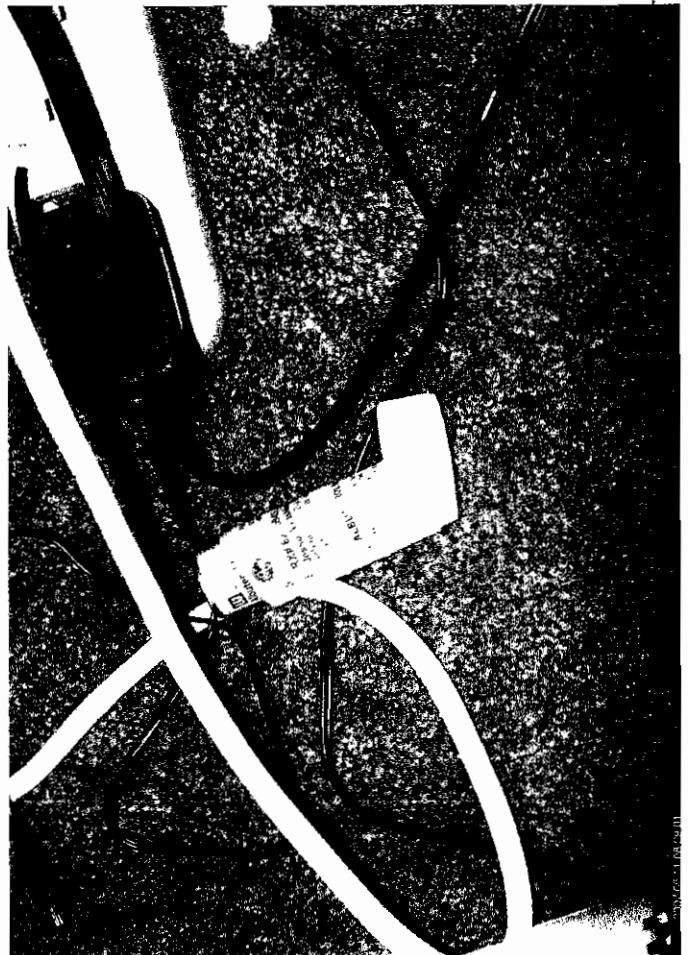
GROWTH HAS  
 STILL AS  
 UNREPAIRED  
 AS OF  
 10/11/07

\* Please photo inventory of Husband's street shop (11/11/07) (not present)

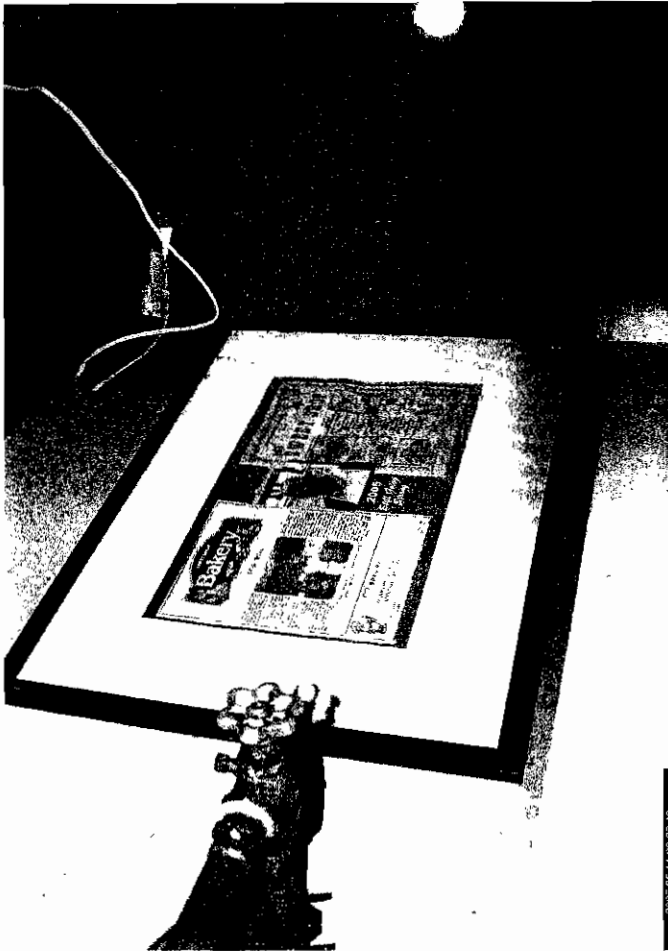
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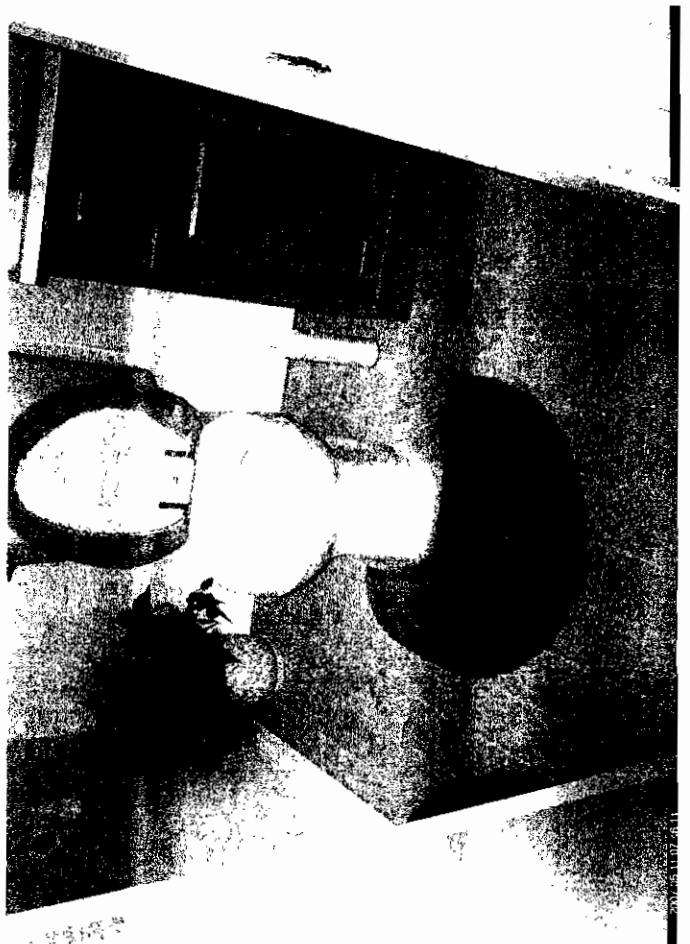
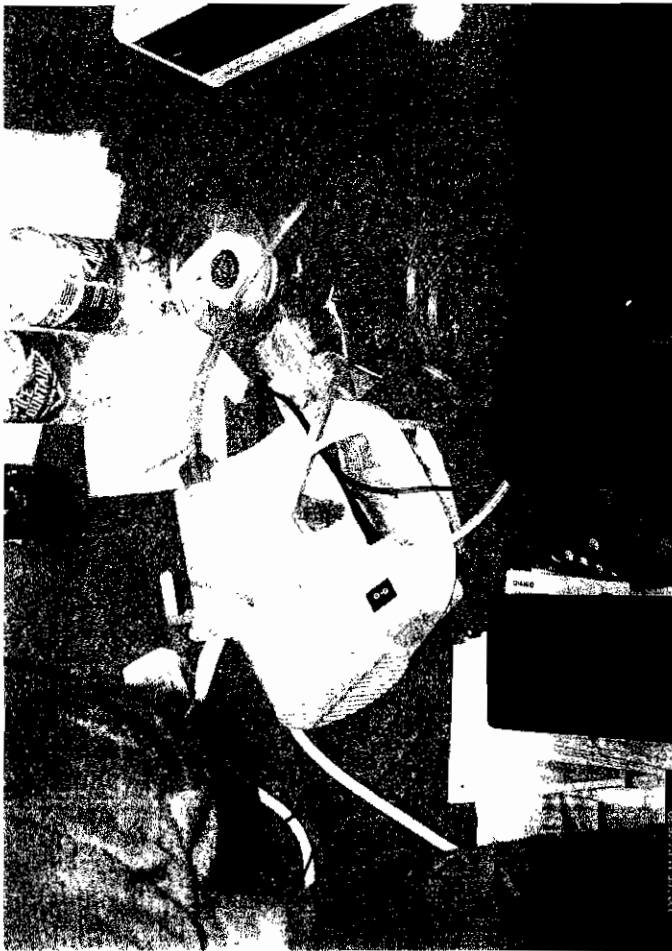




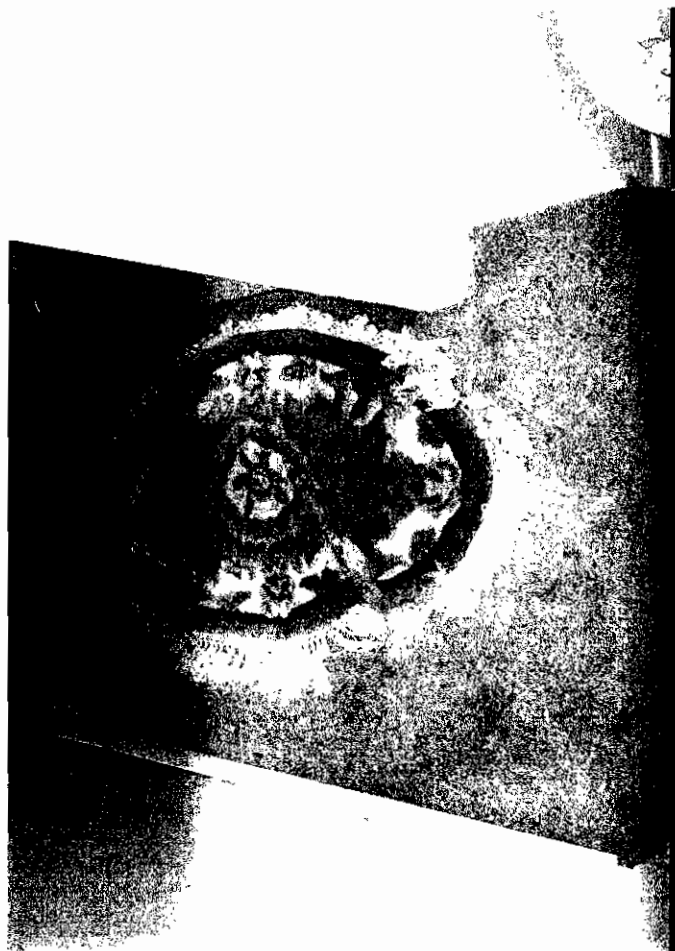
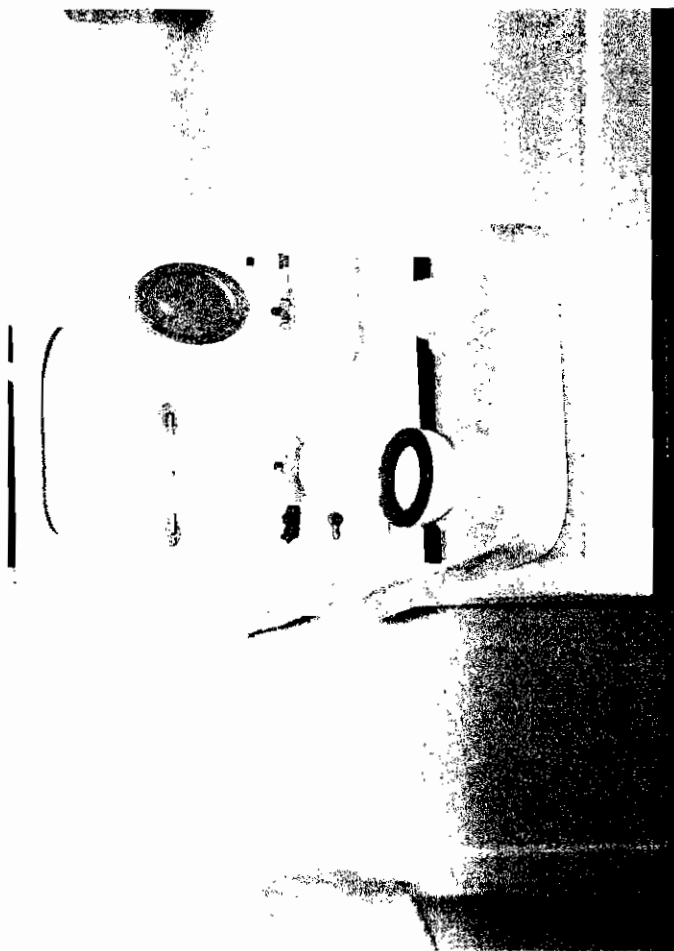
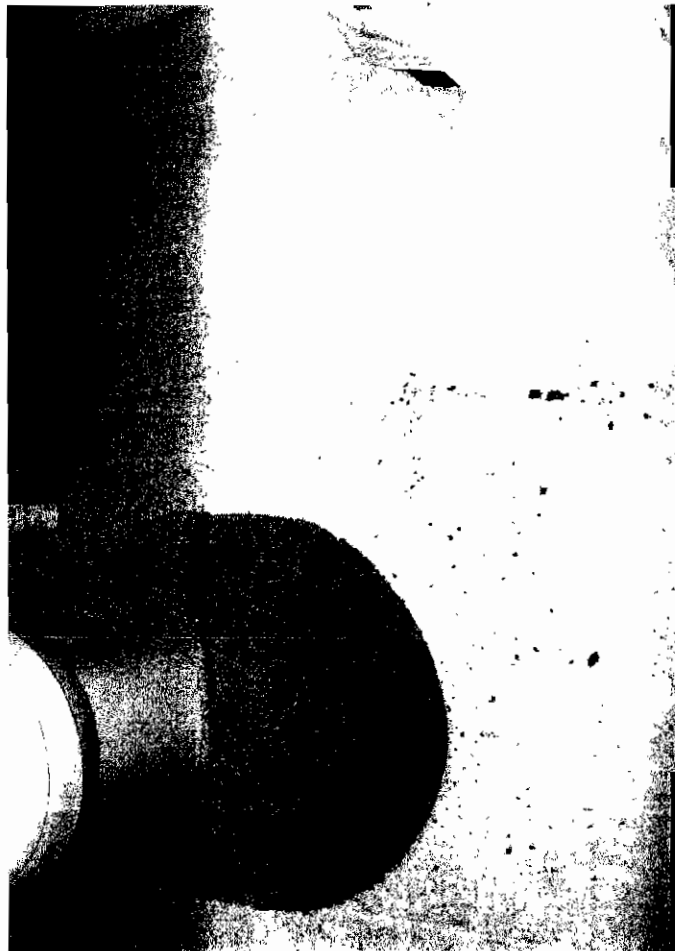


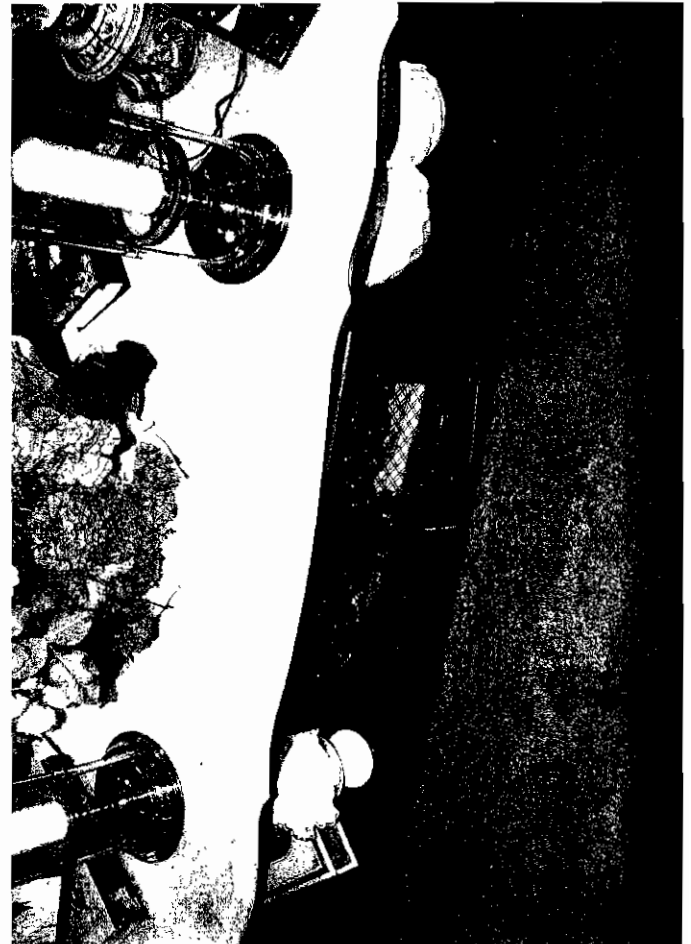




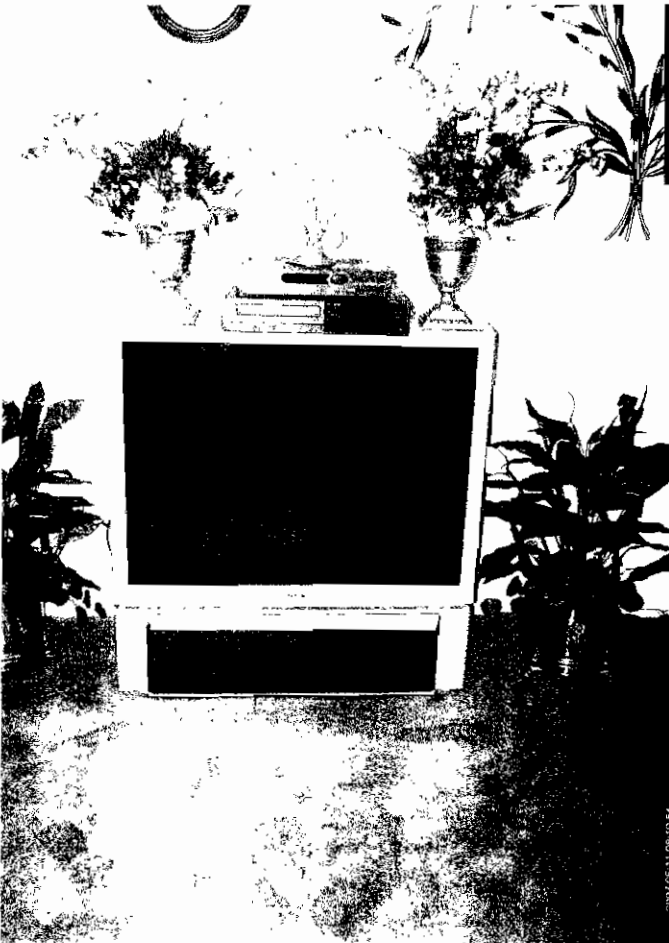
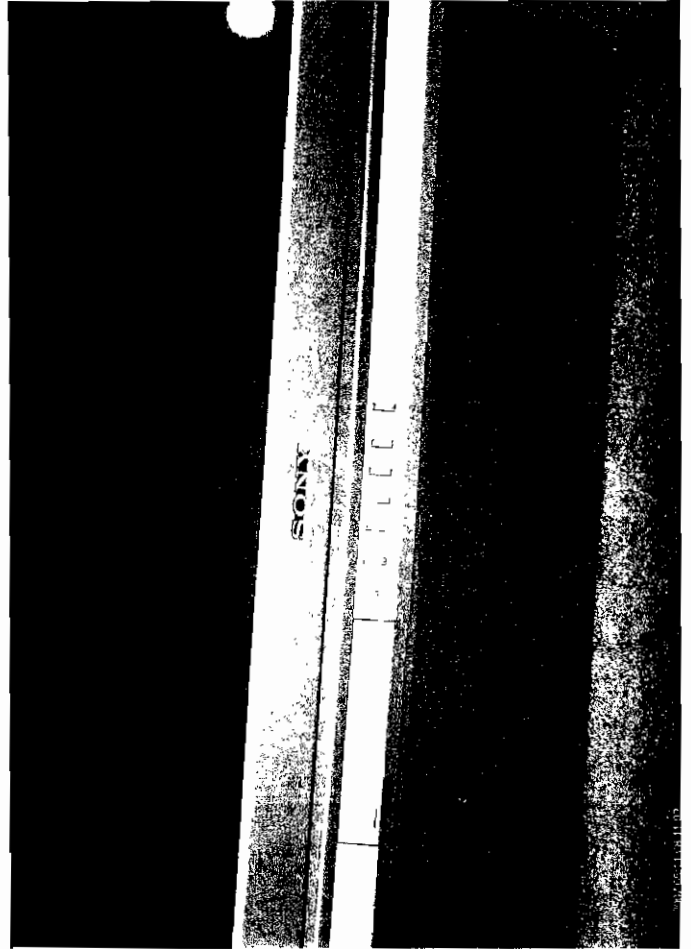




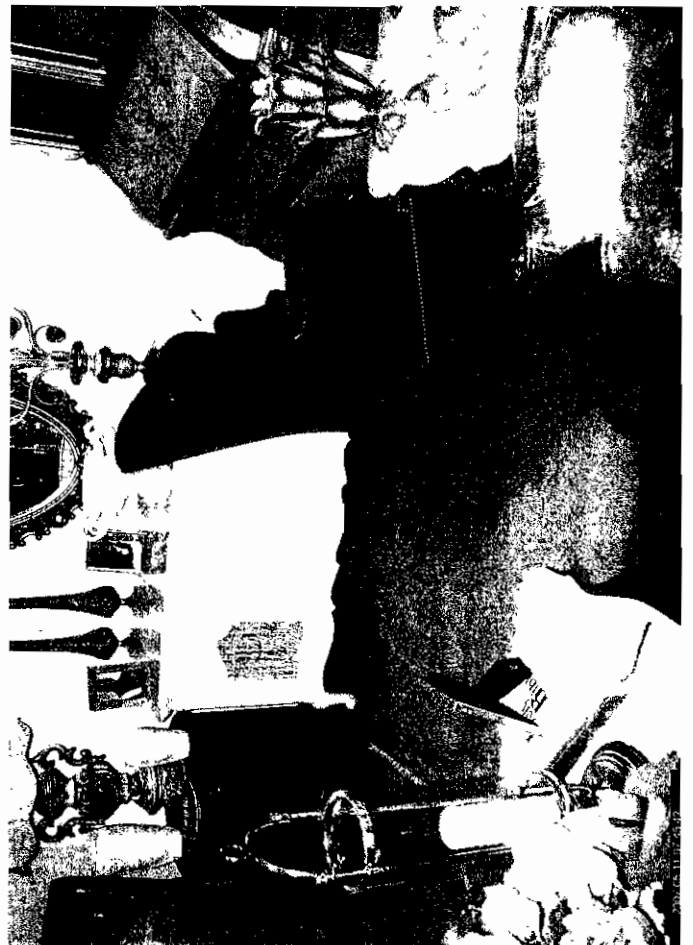
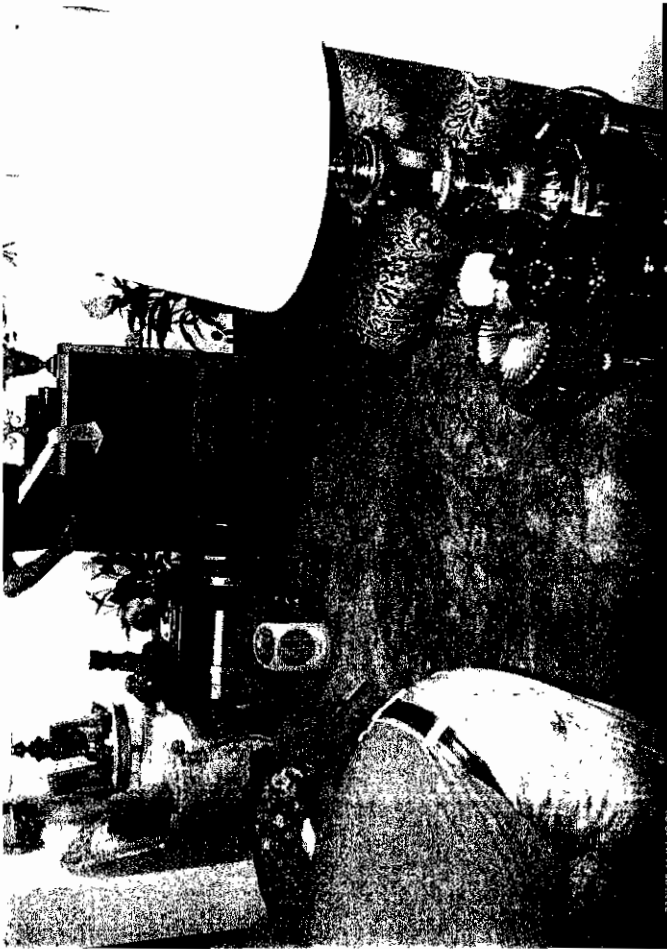


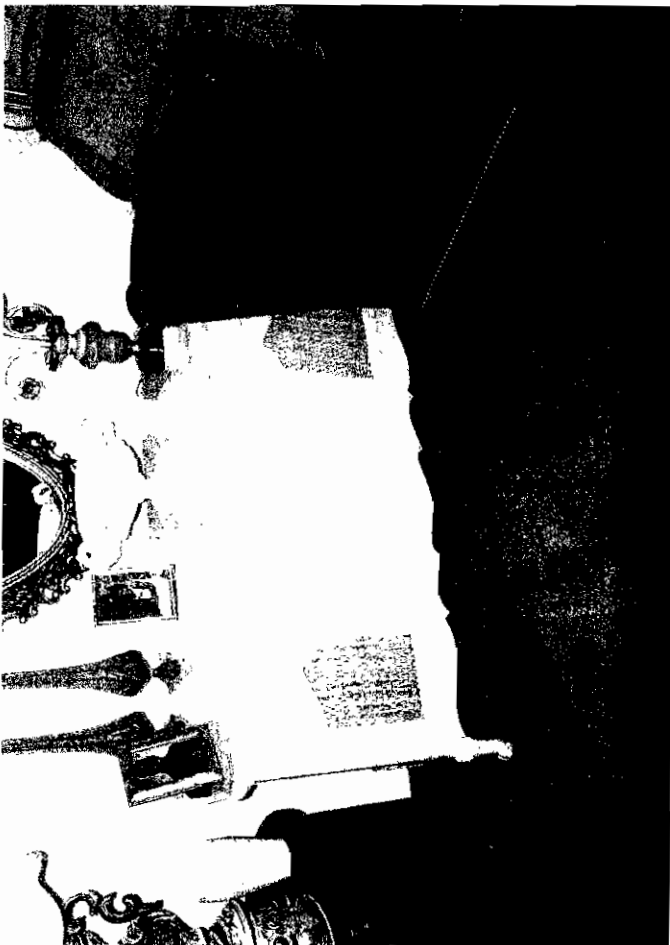
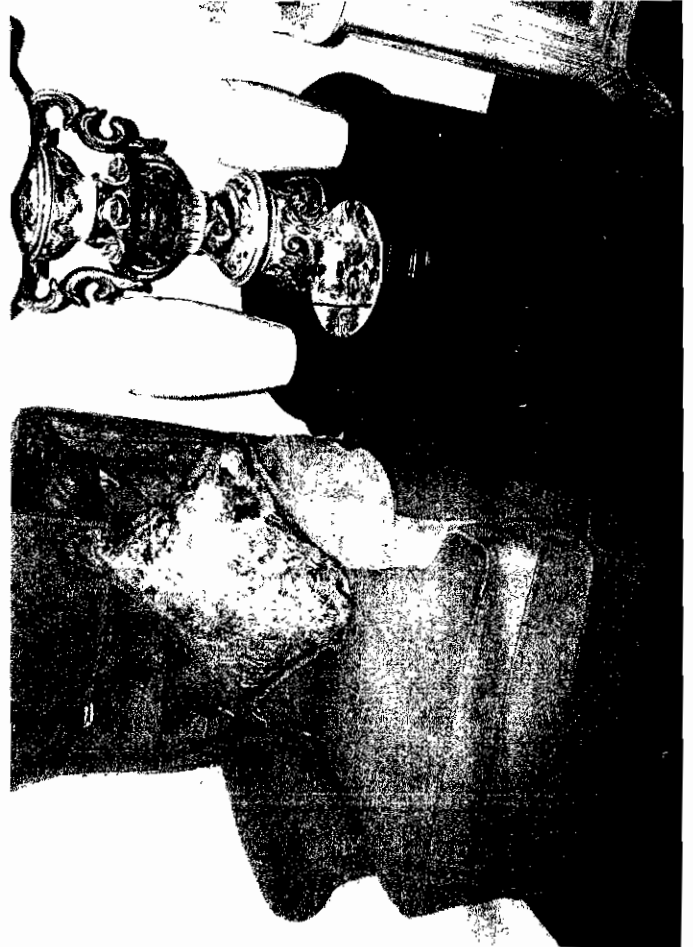






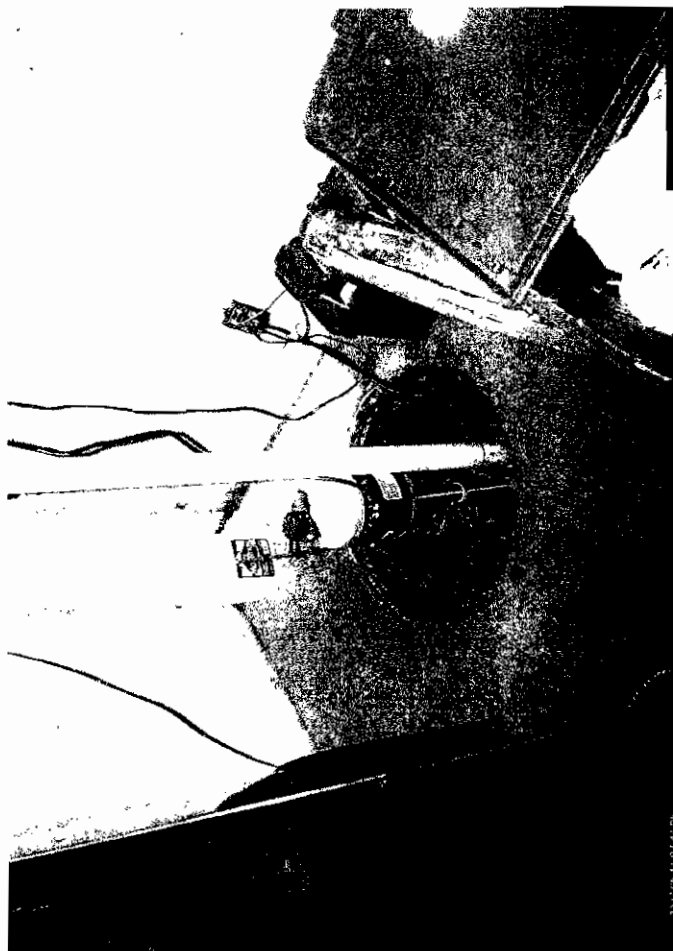


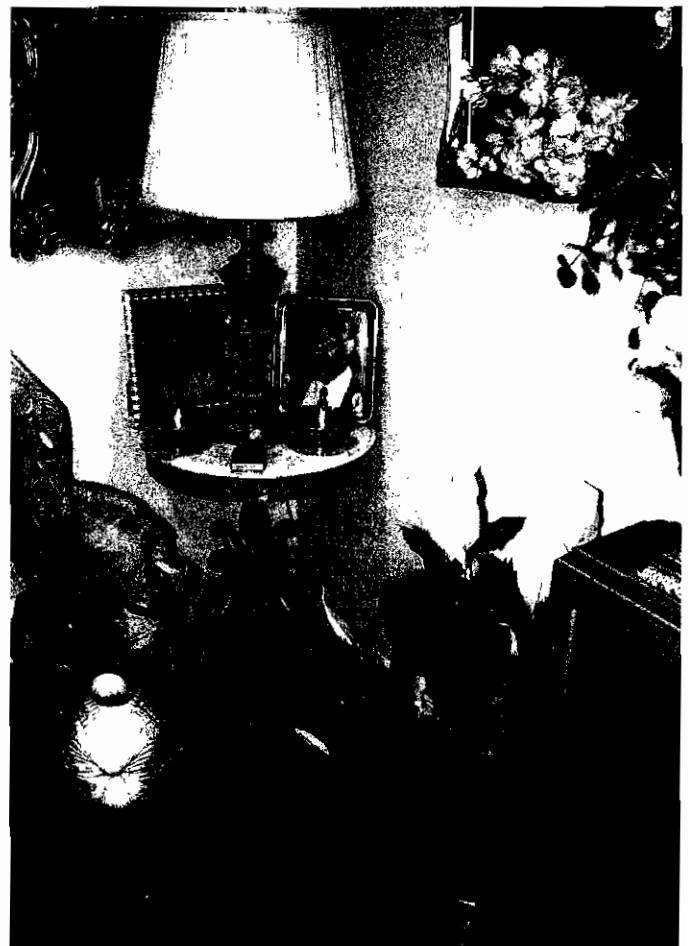














4 FAX 513 772 1818

S&amp;S FLOORING INC.

002

**CINCY CARPETS Unlimited, Inc.****Sales Contract/Estimate**

0270 Spartan Drive

Suite M

Cincinnati, OH 45215

 Phone 513-782-0071  
 Fax 513-782-0072

Date

8-15-07

Customer	ADA WASHINGTON		
Street Address	11667 MILL RD		
City	FOREST PARK	State	OH Zip 45240
Phone	648-0785		

Description	Cost
CARPET: MOHAWK CV20 #27W/8"6LB PADDING INSTALLED IN LOWER LEVEL, REC ROOM, STEPS, LANDING & 1/2 LAUNDRY AREA	\$ 3,936. <sup>04</sup>
VINYL: ARMSTRONG CANYON CREEK #94610 INSTALLED IN LAUNDRY AREA & BATH	\$ 1,299. <sup>23</sup>
Notes	Subtotal Sales Tax Total
Price valid for 30 days 50% deposit required Balance due on project completion	Deposit Amt Due

Davis Restoration Tri Sta To: 95133521515

08/15/2007 14:34

#049 P.006/007

**Paul Davis Restoration & Remodeling**

4395 Boron Drive  
Latonia, Kentucky 41015  
(KY) 859-655-8300

**Summary for Water Damage**

Line Item Total				1,589.38
Total Adjustments for Base Service Charges				371.24
Material Sales Tax	@	6.500% x	422.23	27.44
Subtotal				1,988.06
Overhead	@	10.0% x	1,988.06	198.81
Profit	@	10.0% x	1,988.06	198.81
Replacement Cost Value				2,385.68
Net Claim				2,385.68

---

 Doug Hoffman

2,385.68  
27.44  

---

2,358.24



THE FOLLOWING ARE THE  
FORMS ON FILE WITH THE  
CITY OF CINCINNATI THAT  
WERE ON FILE WITH THE  
CITY'S OFFICE OF METROPOLITAN  
SEWER DISTRICT / CINCINNATI  
WATER DEPARTMENT. Mrs  
WASHINGTON FILED THESE WITH  
THE CITY.

# City of Cincinnati



Office of City Solicitor

Room 214, City Hall  
801 Plum Street  
Cincinnati, Ohio 45202  
Phone (513) 352-3334  
FAX (513) 352-1515

J. Rita McNeil  
*City Solicitor*

August 27, 2007

Ada Washington  
11667 Mill Road  
Cincinnati, Ohio 45240

Dear Ms. Washington:

Enclosed is a release for your signature. Please sign this release and return it to me at your convenience. The second copy is for your records.

After you have signed and returned this release to me, I will forward the City of Cincinnati's check in settlement of your claim to you. Please do not alter the release, as it will delay settlement of your claim.

**If you disagree with the City's disposition of your claim, you may appeal the decision through standard legal process in the courts of Hamilton County in the Hamilton County Municipal Court or the Court of Common Pleas, both of which are located at 1000 Main Street, Cincinnati, Ohio 45202.**

**Alternatively, in accordance with an order in the Consent Decree case, Federal Case # C-1-02-107, you may file a Request for Review with the Federal Court in Cincinnati, Ohio. You should file your Request within 90 DAYS (November 25, 2007) with the Clerk's Office of the Federal Court located in the Potter Stewart U.S. Courthouse, Room 103, 100 East 5th Street, Cincinnati, Ohio 45202. You may call the Ombudsman at (513) 362-2801 (Legal Aid Society) for further information concerning your rights.**

Sincerely,

Shirley Lenzly  
Claims Administrator

Enclosures-MSD/WIB# 1758

*8-27-07 CITY SOB 11/7/00*

## RELEASE

THAT, Ada Washington, 11667 Mill Road, Cincinnati, Ohio 45240, for the sole consideration of **NINE THOUSAND FIVE HUNDRED NINETY-THREE AND 51 /100 DOLLARS (\$9,593.51)**, received by her to her satisfaction from the City of Cincinnati, on behalf of the City of Cincinnati, its employees, successors and assigns, does hereby, release and forever discharge said City of Cincinnati, its employees, successors and assigns to the date of these presents, from any and all claims, demands, actions and causes of actions whatsoever, or in any manner arising from an incident on May 11, 2007, at 11667 Mill Road, in Cincinnati, Ohio.

It is further understood and agreed that the payment of said amount of money as stated above is not to be construed as an admission of liability on the part of the City of Cincinnati, its employees, successors or assigns; liability by them being expressly denied. It is expressly understood and agreed that the payment of the above stated sum of money is the sole consideration of this release and the consideration stated herein is contractual and not a mere recital. It is expressly understood and agreed that all agreements and understandings between the parties are embodied and expressed herein.

IN WITNESS WHEREOF, I have hereunto set my hand at Cincinnati, Ohio  
this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Ada Washington

WITNESSED BY:

\_\_\_\_\_

9:15AM SULLIVAN INS AGY

4192293219

p.2

## HOMEOWNERS POLICY

ERN RESERVE MUTUAL CASUALTY  
OSTER, OH

08216 999 SULLIVAN INS AGENCY INC LIMA OH (419) 229-5010		POLICY NUMBER WSH 3400928409-0	
<b>DECLARATIONS</b>  <b>NAMED INSURED AND ADDRESS</b>  WASHINGTON, JESSE 11667 MILL RD CINCINNATI, OH 45240-1615		FROM: 10-31-2006 TO: 10-31-2007	
		ACCOUNT # 849100370	
		EFFECTIVE DATE OF AMENDMENT	
LEGAL DESCRIPTION/LOCATION OF RESIDENCE PREMISES IF OTHER THAN ABOVE. (NO., STREET, CITY, STATE, ZIP)		PREVIOUS POLICY NUMBER	
		<b>TO BE PAID BY NAMED INSURED</b>  <b>THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT</b>	

## COVERAGE AND LIMITS OF LIABILITY

SECTION I				SECTION II	
A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	E. PERSONAL LIABILITY	F. MEDICAL PAY
\$ 234,000	\$ 23,400	\$ 163,800	\$ 46,800	\$ 300,000	\$ 1,000

UNDER SECTION I, WE WILL PAY LOSSES ONLY IN EXCESS OF \$1,000.

COVERAGE	DESCRIPTION	PREMIUM	COVERAGE	DESCRIPTION	PREMIUM
HO0003	04/91	3-Special Form	1,039.00	HO ENHANCEMENT	
HM0127	11/05	Sect I & II Cond		*Replacement Cost Dwelling	
HO0134	01/01	Special Prov Oh		*Pers Prop Replacement Cost	
HM0120	12/98	Inflation Guard		*Landslide	
HO0496	04/91	No Home Day Care		*\$ 500 Refrigerated Property	
HO0432	05/02	Limited Fungi		*\$1000 Credit Card	
HO0416	04/91	Prem Alarm Prot	38.00CR	*Inc Special Limits - Cov C	
HM0124	11/05	Home Enhancement	153.00	\$ 500 Money	
				\$2000 Jewelry	
				\$3000 Silverware	
				\$3000 Bsns Prop	
				*Extended Golf Cart Liability	
				*Watercraft Liab up to 50 HP	
				*Personal Injury Liability	
				*Additional Coverages	
				TOTAL PREMIUM	\$ 1,154.00

SEE REVERSE SIDE FOR MORTGAGEE/OTHER PAYOR INFORMATION

\* PLEASE NOTE: NO WATER BACKUP OR FLOOD  
 COVERAGE IS PROVIDED BY THIS POLICY \*

*Handwritten Signature*  
 Authorized Representative  
 849100370 01 02510

**Home Furniture Co.**

143 Court St.  
Hamilton, OH. 45011  
Tel (513) 868-2232  
Fax (513) 868-2409

**SALES ORDER**

Order No **28922**  
Order Date **1/5/2006**  
Sold By **John**

Delivery Date  
**7/29/2006**  
**Saturday**

**SOLD TO:** Mrs. Ada Washington  
11667 Mill Rd.  
Cincinnati, OH 45240  
(513) 742-4199

**SHIPPED TO:** Mrs. Ada Washington  
11667 Mill Rd.  
Cincinnati, OH 45240  
(513) 742-4199

*The following items were included on the Property Release form  
Clement KOP Furniture*

Qty	Ord	Description	Price	Extended
1		Lancer 3201 Chair Pasha Scarlet	\$1,039.99	\$1,039.99
1		Pulaski Furniture Corporation 531143 Secretary Base 43x18x40 Pearl Essence	\$1,729.99	\$1,729.99
1		Pulaski Furniture Corporation 531144 Secretary Deck 38x12x46 Pearl Essence	\$1,149.99	\$1,149.99
1		Universal Furniture 609340 Executive Credenza 75Wx25Dx30H Rich Brown Mahogany	\$2,989.99	\$2,989.99
1		Universal Furniture 609320 Credenza Hutch 78Wx17Dx55H Rich Brown Mahogany	\$2,489.99	\$2,489.99
1		Silver 2468-08 Square End Table Cherry/Chrome	\$400.00	\$400.00
1		Don Scharnhorst 13710 Curio Cherry	\$1,042.00	\$1,042.00

*This Furniture Stood in Water.  
Husband Paid Balance. it was Recd  
in Check Book.*

**Special Order**

**SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION**

Availability of merchandise is estimated according to information on hand at the time order is written. Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller.

**ALL SALES ARE FINAL • NO REFUNDS**

ALL EXCHANGES AND CANCELLATIONS ARE SUBJECT TO SELLER APPROVAL. A minimum fee of 15% of the purchase price will be assessed (re-stocking fee) on seller approved returns, exchanges or cancellations. Buyer assumes all risks associated with transportation of merchandise picked up. Buyer agrees to measure doorways and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. SELLER CAN DESIGNATE A DAY FOR DELIVERY, but not a specific time. Seller cannot move, haul, or rearrange old furniture. Seller makes no warranty beyond any written description itemized on this order. Such disclaimer does not affect manufacturer warranty, if any. Seller will assist the buyer in the exercise of all factory warranties. BUYER LAYAWAYS ARE NOT SUBJECT TO CANCELLATION. Buyer agrees to complete payment on schedule, or proceeds of prior payment(s) towards layaway may be forfeited.

BUYER AUTHORIZES ABOVE ORDER

MERCHANDISE RECEIVED  
IN GOOD CONDITION

*X Ada Washington* *X Ada Washington*

HOW PAID	DATE PAID	AMT PAID
Check	1/5/2006	\$11,546.68

SUBTOTAL: \$10,841.95

DELIVERY: \$0.00

TAX: \$704.73

INVOICE TOTAL: \$11,546.68

AMOUNT PAID: \$11,546.68

TOTAL DUE: \$0.00



<p>and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.</p>	TOTAL SUMMARY		
	TOTAL MATERIALS		
	TOTAL LABOR	1	00
	TRAVEL		

PAGE 1 of 2

LABOR for the Yr. 2005

Yr. Both SIDES ~~2000~~ PAID OUT OF POCKET.  
2005 - LABOR FOR CLEANING FURNITURE.

- ~~2500~~ - CLEANING
- ~~499~~ - Sweeper
- ~~950~~ - XMAS ~~ORNAMENTS~~ ORNAMENTS
- ~~1500~~ - MEN'S CLOTHING, A Huge BAG.
- ~~1500~~ - ② PERSIAN Rugs (Round Rug.)
- ~~65~~ - Bathroom (~~PIECES~~ ② PIECES SET)
- ~~269~~ - Locker Bag, (1)
- ~~275~~ - Items that were INSIDE LOCKER BAGS. (LIGHT BULBS or SWEEPER BAG)

MAY 18th, ~~2007~~ 2007

- 325 - Electric Heater
- 2500 - MONEY INSIDE BANK BOOK
- 2800 - FREEZER ~~REF.~~ REF. w/ FOOD
- 11,500 - Home Furniture (New furniture (ATTACH YOU WILL FIND A FORM,
- 595 - HAND MADE Rug, Rug at the END of the LANDING,

for the Yr 2007 TOTAL AMT.

25003 - TOTAL AMT. + \$92 for checking furniture for A/C.

for the YEAR, P.S. 2005,

THE total - \$25095

PLEASE INQUIRE ②

LONG COCKTAIL table WAS GLUED & WIRED together. MY HUSBAND HAD TO GLUE THIS BACK together. THIS HAPPENED AFTER THE CLAIM WAS



together. MY HUSBAND HAD TO GIVE THIS BACK  
together. THIS HAPPENED AFTER THE CLAIM WAS  
FILED.  
FOR THE  
P.S. 2005

THE BIG MIRROR CAME APART AFTER THEY LEFT.  
MY HUSBAND GIVED IT BACK TOGETHER  
PLEASE ~~REIN~~ REINBERSE THE MIRROR

PAGE ② of ②

YR. 2007  
MY HUSBANDS  
PICTURES OF HIS BAKERY -  
\$1595

MAY 18th  
2007

ALL of his PICTURES of his  
BAKERY in PICTURES.

SO XRS WAS INCLUDED.

Case no.  
C-1-02-107

(EXAMPLE)

CERTIFICATE OF SERVICE

I CERTIFY THAT THE A COPY OF THE FOREGOING DOCUMENT WAS SERVED ON  
ALL PARTIES AND/OR THEIR COUNSEL ON 10/11/07 ~~VIA REGULAR FIRST~~ <sup>PERSONALLY</sup>  
Date  
~~CLASS MAIL~~ DELIVERED BY ME.

Mark Pierce (Mrs. Ada Washington's godson)  
SIGNATURE